

**IT Professional Technical Services
Master Contract Program
902TS
Statement of Work (SOW)
For Technology Services
Issued by**

Minnesota Department of Transportation (Mn/DOT)

Project Title: Program & Project Management System (PPMS) / Work Management System (WMS) Technical Support and Maintenance

Service Categories: Must be approved in all three to respond to this SOW:

- **Business Analyst**
- **Database Design / Architect**
- **Desktop - Application (Development & Design)**

1. Business Need

Mn/DOT has the need to supplement its staff to:

- a. Provide technical support and maintenance to the existing PPMS/WMS
- b. Design, develop and implement new enhancements to the PPMS/WMS application
- c. Provide training and mentoring to development staff in the PPMS/WMS application and Team Developer Software
- d. Perform system assessments and recommend future migrations
- e. Provide recommendations to the PPMS/WMS Change Board as needed.

Staff support will be on an as needed basis as determined by Mn/DOT.

- June-July 2010, an immediate need for work includes PUMA/PPMS changes funded by the tranSWIFT project. An Estimate Request will be sent to the consultant and the response must be submitted to Mn/DOT prior to approval of the Work Order. Once the contract is in place the Estimate Request and subsequent Work Order will be sent to begin work immediately.
- The amount of maintenance assistance needed is sporadic based on business needs. Specific work assignments and deliverables will be documented in writing prior to such work being performed. An Estimate Request must be provided and approved by Mn/DOT, with the Work Order providing approval to begin work. The time to execute a Work Order enhancement may require several days to several months as needed.
- Support assistance for training, mentoring, system assessments and recommendations will fluxuate based on needs and is expected to be rare.

Background:

The PPMS/WMS application consists of several modules that serve a purpose as a whole and on their own. This includes a set of Project Management (PM) modules used to track preconstruction design/delivery projects, and a Work Management System (WMS) module used to track maintenance work.

Project data is entered into the system through the PM modules. The Network Generator (NG), which is part of the PM modules, uses this data to create a project template consisting of a list of project activities and their constraint relationships. The NG also develops duration and human resource estimates for the project that can be summarized by Functional Group. The data is then brought into an Artemis Project View (APV) off-the-shelf module to assign early and late, start and finish dates to activities and create the project schedule.

The PPMS/WMS application is written in Team Developer with an Oracle database and deployed using Citrix Application Server. The application contains Quick Objects, Quick Tabs, Quick Tables, Reports, XSal2 (IceTea Group) components, a custom encrypt32.dll written in C to handle security needs with Oracle. Files include: 19 app, 143 apl, 3 dll, 10 hlp, 1 reg, 71, qrp, 335 bmp, 1 gif, 7 ico.

2. Project Duties and Deliverables

2.1 For changes to the application the Selected Responder will develop quality and timely requirements/use cases, designs and code. The deliverables include but are not limited to:

- 2.1.1 Develop initial estimate details and level of effort for each change request to include: alternative solutions to the design, estimated low and high costs, and estimated low and high hours to complete, questions or answers that need to be answered before an estimate can be given.
- 2.1.2 Develop a design document – description of changes, components to be changed, form changes, flow chart of complicated logic, required database changes.
- 2.1.3 Document code comments with date, author, purpose and JIRA reference.
- 2.1.4 Attend weekly status meetings, as needed.
- 2.1.5 Provide code committed to the concurrent versioning system (CVS) upon completion or for larger enhancements, on Fridays for Mn/DOT review.
- 2.1.6 Provide regular JIRA updates with meaningful comments.
- 2.1.7 Develop unit test documents – list steps, actions and results of unit testing.
- 2.1.8 Perform unit and system testing and document results.
- 2.1.9 Provide release documents for each new release. The documentation must be sufficient to serve as a useful guide to Mn/DOT's employees on the history of changes included in the release, and how the changes relate to other parts of the system.

2.2 The Selected Responder must provide support upon request by Mn/DOT including the following types of common support activities:

- 2.2.1 Develop quality and timely requirements/use cases, designs and code for enhancements, maintenance or bug fixes that can be transferred to the production environment successfully without affecting other systems.
- 2.2.2 Provide quality and timely diagnosis and resolution of problems with the application.
- 2.2.3 Work with Artemis Technical Support to resolve software problems involving the Artemis program module.
- 2.2.4 Work with business experts as identified by Mn/DOT to complete support work.
- 2.2.5 Provide quality, updated installation documentation in a timely manner if changes result from problem requests or enhancements.
- 2.2.6 Provide quality system documentation in a timely manner for all enhancements and changes to the system describing the operation, maintenance and history of the modifications. The documentation must be reviewed and accepted by Mn/DOT's Application Coordinator. The selected responder will incorporate revisions requested by Mn/DOT's Application Coordinator. The documentation must be sufficient to serve as a useful guide to Mn/DOT employees on the history of development and modifications of the system, how the system interrelates to other systems, and how to operate, maintain and troubleshoot the system.
- 2.2.7 Make recommendations on system performance improvements upon request by Mn/DOT's Project Manager or Mn/DOT's Application Coordinator.
- 2.2.8 Provide training and mentoring to Mn/DOT developers designated by Mn/DOT's Project Manager or Application Coordinator for understanding Team Developer Software and the PPMS/WMS application in an accurate and timely manner. Training must be designed and conducted so as to provide such employees with skill and knowledge necessary to perform ongoing operation, maintenance and troubleshooting of the system.
- 2.2.9 Establish and employ a means to assure and measure transfer of requisite knowledge to designated Mn/DOT staff.
- 2.2.10 Participate in enhancements development projects as determined by Mn/DOT. This may include providing one or more of the following services in a quality and timely manner:

- Consulting services
 - Planning
 - Design
 - Development
- 2.2.11 Provide quality and timely testing and documentation for unit, integration and regression testing for enhancements and on changes resulting from problem requests. Participate in or conduct other testing (e.g. inspections, peer validation, business requirements validation, system testing and acceptance testing) as determined by Mn/DOT. Test documentation must be submitted in a format approved by Mn/DOT and must include a test plan with test cases and testing results, and defect tracking logs using Mn/DOT's defect tracking software. Test cases must be designed so they can be reused. Testing and test documentation may require use of automated tools identified by Mn/DOT. All testing must be completed in the Mn/DOT test and development environments.
- 2.2.12 Maintain all code in the CVS Configuration Management software on the Mn/DOT server. Based on the size of the change, update it upon completion, weekly or as requested by the Mn/DOT Application Coordinator.
- 2.2.13 Adhere to all Mn/DOT policies and standards. These policies and standards will be provided by Mn/DOT at the start of the contract.
- 2.2.14 Be available to work on site at the Mn/DOT central office, if requested by the Mn/DOT Project Manager.
- 2.2.15 Meet with the Mn/DOT Project Manager or Application Coordinator on a schedule agreed upon by the Selected Responder and Mn/DOT.
- 2.2.16 Work with Mn/DOT to determine work hours. Work hours will be agreed upon between the selected responder and the Mn/DOT Project Manager.

3. Project Milestones and Schedule

- 3.1 Project start date: July 2010
- 3.2 End date: 3 years from contract execution

4. Project Environment (Mn/DOT Resources)

Mn/DOT will provide technical and business resources to assist with the project as follows:

- 4.1 Development, testing and production environments
- 4.2 Access to its bug and issue tracking system (JIRA)
- 4.3 Access to its concurrent versioning system (CVS)
- 4.4 A Project Manager
- 4.5 An Application Coordinator and Technical Lead

5. Project Constraints

The following constraints have been identified for this project:

- 5.1 Follow all technology specifications and processes. All enhancements/changes must be developed using the tools, and versions specified by Mn/DOT. The current development tools are:
- Team Developer version 5.2 or as specified by Mn/DOT, using XSal2 suite for the current version of the code. Note: Team Developer is a rapid development tool known as Centura Team Developer, Gupta Team Developer, Unify Team Developer and/or SQL Windows
 - Oracle 9i, 10g, 11g database, based on current version
 - Artemis Views version 7.3a/8.1/8.2 (or Project View) program
 - Citrix Presentation Server 4.5
 - Provide training and knowledge transfer (e.g. process documentation, training and some hands on experience)
- 5.2 Provide recommendations to Mn/DOT management as requested by Mn/DOT Project Manager.
- 5.3 Provide training/ knowledge transfer (e.g. processes documentation, training, and some hands on experience)

5.4 Provide work plan and work estimates when requested by Mn/DOT Project Manager or Application Coordinator.

6. Required Skills (These are to be rated on a pass/fail basis)

Required minimum qualifications are shown in the following table. The proposal must specifically indicate how members of the Responder's team meet these minimum qualifications. This portion of the proposal review will be conducted on a pass/fail basis. If Mn/DOT determines, in its sole discretion, that the Responder fails to meet one or more of these requirements (or that the Responder has not submitted sufficient information to make the pass/fail determination), then the proposal will be eliminated from further review.

	Master Contract Resource Type/Categories	Minimum Years Experience	Required Skill Type
6.1	Business Analyst Desktop Application Development	5	Demonstrated ability to design, develop and debug complex applications using Team Developer 5.2. Provide a description of at least 3 applications developed and version of software.
6.2	Database Oracle Database Design Architect	1	Experience using Oracle 9i, 10g, 11g
6.3	Database Oracle Database Design Architect	5	Experience designing databases using Oracle
6.4	Desktop Application Development	1	Experience deploying applications through Citrix
6.5	Business Analyst Desktop Application Development	1	Experience in developing test cases
6.6	Business Analyst Database Design Architect	2	Experience in leading requirements gathering sessions
6.7	Business Analyst Database Oracle Database Design Architect Desktop Application Development	1	Experience in presenting training to technical staff (e.g. Developers, Database Analysts). Training could be formal stand-up classroom training or one-on-one knowledge transfer sessions
6.8	Desktop Application Development	1	Experience using CVS Configuration Management System
6.9	Desktop Application Development	1	Experience using JIRA
6.10	Database Oracle Desktop Application Development	1	Experience developing release documentation
6.11	Business Analyst Database Oracle Database Design Architect Desktop Application Development	3	Experience developing work estimates

7. Desired Skills

Mn/DOT desires a project team with the skills shown in the table below. The extent to which the Responder meets or exceeds the desired skills will be included as part of the qualitative evaluation of the proposal.

	Master Contract Resource Type/Categories	Minimum Years Experience	Desired Skill Type
7.1	Desktop Application Development	3	Experience in object-oriented programming
7.2	Business Analyst	2	Experience using Unified Modeling Language

	Database Oracle Database Design Architect Desktop Application Development		
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8. Process Schedule

8.1	Deadline for Questions	07/16/2010 2:00 PM Central Daylight Time
8.2	Posted Response to Questions	07/19/2010 2:00 PM Central Daylight Time
8.3	Proposals due	07/23/2010 2:00 PM Central Daylight Time
8.4	Anticipated proposal evaluation begins	07/26/2010
8.5	Anticipated proposal evaluation & decision	08/01/2010

9. Questions

All questions regarding this SOW must be addressed to the Mn/DOT Contract Administrator listed below. Proposers may not discuss the content of this SOW with other Mn/DOT staff. Any questions regarding this SOW must be received via e-mail by 07/16/2010, 2:00PM Central Daylight Time.

Contract Administrator: Melissa McGinnis
Email Address: melissa.mcgininis@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's web site by 07/19/2010, 2:00pm Central Daylight Time (www.ot.state.mn.us). Note that questions may be posted verbatim as submitted.

10. Liability for Work Performed

The Contractor must indemnify, save, and hold the State and the State's agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor, or the Contractor's agents and employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

The "Standard Liability Clause" (see above) will apply to this project and will be incorporated into the work order issued for this project. No exceptions to, or deviations from, this clause will be permitted. Do not submit a proposal if you cannot accept this liability clause. Proposals which the State determines, in its sole discretion, indicate non-acceptance of this liability clause, will be rejected by the State.

11. SOW Evaluation Process

Mn/DOT representatives will evaluate proposals received by the deadline. Proposals will be evaluated on a "Best Value" basis of 70% qualifications and 30% cost considerations. The review committee will not open the cost proposals until after the qualifications points have been awarded.

The selection process being used for this project involves a three step process. Step one will include the pass/fail assessment and a qualitative evaluation of Contractors' technical proposal. Step Two will be an interview of two or more Responders who received the top scores in step one. Step Two may be eliminated at Mn/DOT's discretion based on the results of the step one's evaluations. Step three will be an analysis of the cost proposal.

Mn/DOT will review proposals according to the following criteria:

- Experience of personnel assigned to this project and references or previous performance reviews 20%
- Proposed work plan, including the apparent ability to complete project on time and on budget 10%
- Extent to which personnel assigned to this project meet the Desired Skills 20%
- Interview 10%

- Extent to which services will be performed within the U.S. or by a WTO country company within its own borders. *Responder must complete the Location of Service Disclosure and Certification and submit it along with their proposal.* 10%
- Cost 30%

Mn/DOT reserves the right to check references and to review previous performance reviews for work performed for Mn/DOT or other state agencies, and to take such references and reviews into account for consultant selection purposes.

The following contains additional information describing the proposal evaluation process:

Step One

In step one the proposals will first be reviewed to verify whether the proposer meets the “Required Skills” (see section six). Proposals receiving a “fail” on one or more of the required skills will not be reviewed further. Proposals which pass the Required Skills review will then be scored on the non-cost and non-interview factors listed above.

Step Two

The two (or more, at Mn/DOT’s discretion) proposers receiving the highest score in step one may be required to participate in a structured interview. The interview will be approximately one hour in length and consist of structured interview questions prepared by Mn/DOT. Mn/DOT will designate the number and type of Proposer team members to attend the interview. The interview will be 10 points of the total evaluation. Mn/DOT reserves the rights to eliminate Step Two interviews if in the judgment of Mn/DOT selection committee, additional questions are not required. If, after completion of step one, Mn/DOT decides not to require interviews, then the 10 points will not be utilized and the selection will be based on a 90 point scale.

It is anticipated that interviews will be conducted during the week of 07/26/2010 so please plan accordingly. Interview questions will be available to the Proposers 15 minutes prior to the interview. The proposer will be responsible for its own interview costs.

Step Three

Cost proposal will be evaluated and scored in accordance with the percentage listed above. Cost will not be revealed to selection committee members until after the technical scoring (and interviews, if any) has been completed.

12. Response Requirements

12.1 Introduction.

12.2 Company overview.

12.3 Project overview.

12.4 Detailed response to “Project Approach”.

Explain how the responder will approach their participation in the project. This includes:

12.4.1 Organization and staffing. Include staff qualifications in a chart, resumes or other manner that will allow Mn/DOT to easily determine if assigned key staff meets the required skills and the extent to which assigned staff meet or exceed the desired skills.

Required Skill type	Personnel/ Years of Experience	Project(s) worked on demonstrating these skills	Reference (name, company, phone number)

- 12.4.2 Contract/change management procedures.
- 12.4.3 Project management (e.g. quality management, risk assessment/management, etc.).
- 12.4.4 Documentation of progress such as status reports.
- 12.5 Detailed response to Agency Requirements.
 - 12.5.1 Description of the responder's understanding of the need for the service.
 - 12.5.2 Explain how the services for technical support and maintenance to the existing PPMS/WMS application will be provided.
 - 12.5.3 Explain how services for design, development and implementation of new enhancements for the PPMS/WMS system will be provided.
 - 12.5.4 Explain approach to training and mentoring Mn/DOT development staff in the PPMS/WMS application and Team Developer Software.
- 12.6 Provide three references for similar work. Include contact person, firm, email address and phone number along with a brief description of the duties that the key personnel perform for that project.
- 12.7 Submit a cost proposal in a separate sealed envelope. Hourly rates may not exceed the hourly rates that OET has approved for the service category(ies) identified in this SOW.
- 12.8 Required forms to be returned or additional provisions that must be included in proposal:
 - 12.8.1 **Location of Service Disclosure Form.**
 - 12.8.2 **Conflict of Interest Form**

Proposer must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a proposer is unable or potentially unable to render impartial assistance or advice to Mn/DOT, or the proposer's objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Mn/DOT which must include a description of the action which the proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, Mn/DOT may, at its discretion, cancel the contract. In the event the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to Mn/DOT, Mn/DOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Mn/DOT's rights. Proposers must complete the attached "Conflict of Interest Checklist and Disclosure Form" and submit it along with the response, but not as a part of the response.

- 12.8.3 **Affidavit of non-collusion**

Proposers must complete the attached "Affidavit of Noncollusion" and include it with the response. The successful proposer will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract.
- 12.8.4 **Immigration Status Certification Form**

For all Contracts estimated to be in excess of \$50,000.00, responders are required to complete the attached "Immigration Status Certification Form" page and include it with the response.
- 12.8.5 **Affirmative Action Certification**

For all Contracts estimated to be in excess of \$100,000.00, responders are required to complete the attached "Affirmative Action Certification" page and include it with the response.

12.8.6 **Veteran-Owned/Service-Disabled Veteran-Owned Preference Forms.**

Proposers must complete and submit this form if claiming preference as a qualified proposer.

13. Proposal Submission Instructions

Submit 7 copies of the response. Responses are to be submitted in a mailing envelope or package, clearly marked "Proposal" on the outside. Cost proposals are to be submitted in a separate sealed envelope. An authorized member of the firm must sign each copy of the response in ink.

All responses must be sent to:

**Melissa McGinnis, Contract Administrator
Minnesota Department of Transportation
395 John Ireland Boulevard
Consultant Services Section, Mail Stop 680
St. Paul, Minnesota 55155**

All responses must be received not later than 2:00 p.m. Central Daylight Time on July 23, 2010, as indicated by the time stamp made by the Contract Administrator. **Please note that Mn/DOT Offices have implemented security measures.** These procedures do not allow non-Mn/DOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the Rice Street side of the Central Office building (1st Floor).
- Once you enter through the doors, you should proceed to the first floor Information Desk.
- **Proposals are accepted at the first floor Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the proposal. Please keep in mind Mn/DOT is very strict on the proposal deadline. Proposals will not be accepted after 2:00pm.

14. General Requirements

14.1 Proposal Contents

By submission of a proposal, Proposer warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the proposer to suspension or debarment proceedings and other remedies available at law.

14.2 Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected Proposer. If the Proposer submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Proposer must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Mn/DOT will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.

15. No State Obligation

Issuance of this Statement of Work does not obligate Mn/DOT to award a contract or complete the assignment, and Mn/DOT reserves the right to cancel this solicitation if it is considered to be in its best interest. Mn/DOT reserves the right to reject any and all proposals.

16. Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

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STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

Check all that apply:

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:
- The identity of the company (identify if subcontractor) performing services outside the United States;
 - The location where services under the contract will be performed; and
 - The percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone Number: _____

**STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to Mn/DOT, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by Mn/DOT for projects not awarded through a competitive solicitation). If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to Mn/DOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. Mn/DOT Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. Mn/DOT Contract Management personnel may consult with Mn/DOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. Mn/DOT reserves the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. Mn/DOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. Mn/DOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not Mn/DOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to Mn/DOT. Mn/DOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, Mn/DOT must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a Mn/DOT project if a local government has also retained the proposer for the purpose of persuading Mn/DOT to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current Mn/DOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former Mn/DOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any Mn/DOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- ☐ Determined that no potential organizational conflict of interest exists.
- ☐ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict
Describe measures proposed to mitigate the potential conflict

Signature _____

Date _____

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Mn/DOT contract personnel.

Name _____

Phone

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responders' Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____
(day) (Month Year)

Notary Public _____

My commission expires: _____

State of Minnesota — Immigration Status Certification

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company		Date:	
Authorized Signature		Telephone Number	
Printed Name:		Title:	

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: MMDHelp.Line@state.mn.us

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529

SAMPLE WORK ORDER LANGUAGE**STATE OF MINNESOTA
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and [fill in name of contractor, be sure to indicate if corporation, partnership, limited liability company, sole proprietor, etc] ("Contractor"). This Work Order is issued under the authority of Master Contract T-Number 502TS, CFMS Number [fill in CFMS number from the contractor's master contract], and is subject to all provisions of the Master Contract which is incorporated by reference.

Recitals

1. Under Minn. Stat. § 15.061 [Insert additional statutory authorization if necessary] the State is authorized to engage such assistance as deemed necessary.
2. The State is in need of [Add brief narrative of the purpose of the contract].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

Work Order**1 Term of Work Order; Incorporation of Exhibits; Survival of Terms**

- 1.1 Effective date.** This Work Order will take effect on the date the State obtains all required signatures as required by Minn. Stat. § 16C.05, subd. 2.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

- 1.2 Expiration date.** This Work Order will expire on [fill in date], or when all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 Exhibits.** Exhibits [fill in, e.g. A – D] are attached and incorporated into this Work Order.

- 1.4 Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Work Order.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

[Provide a detailed scope of services. The services must define specific duties, deliverables, and deliverable completion dates. Do not simply attach the same scope that was used in the "Statement of Work" (RFP) as a greater level of detail is needed in this work order. If using a separate attachment, use "Perform the duties specified in Exhibit A, "Scope of Services".]

3 Consideration and Payment**3.1 Consideration**

The State will pay for all services performed by the Contractor under this work order as follows:

- 3.1.1 Compensation.** The Contractor will be paid as follows:

[Provide a detailed explanation of how the Contractor will be paid, for example a fixed hourly rate, or a lump sum per deliverable, some examples may be:

an Hourly Rate of \$_____ up to maximum of _____ hours, but not to exceed \$_____.

a Lump Sum of \$_____.]

[Rate: rates paid may not exceed the Contractor's rates specified in their Master Contract.]

- 3.1.2 *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor, as a result of this Work Order, will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Minnesota Department of Transportation Travel Regulations. Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. See Exhibit ____ for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 3.1.3 *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order will not exceed \$ [fill in].

3.2 Payment

- 3.2.1 *Invoices.* State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services. Invoices must be submitted in the format prescribed in Exhibit ____ and according to the following schedule:

[INDICATE WHEN YOU WANT THE CONTRACTOR TO SUBMIT INVOICES, FOR EXAMPLE: "MONTHLY" OR "UPON COMPLETION OF SERVICES," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

- 3.2.1.1 Each invoice must contain the following information: Mn/DOT Contract Number, Mn/DOT Contract invoice number (sequentially numbered), billing address if different from business address, and Contractor's original signature attesting that the invoiced service and costs are new and that no previous charge for those services or goods has been included in any prior invoice.
- 3.2.1.2 Direct nonsalary costs allocable to the work under this Work Order must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- 3.2.1.3 The original of each invoice must be sent to State's Authorized Representative for review and payment. A copy of the invoice will be sent to State's Project Manager for review.
- 3.2.1.4 Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 3.2.1.5 Direct salary costs of employees' time directly chargeable for the services performed under this Work Order. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and
- 3.2.1.6 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
- 3.2.1.7 If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract, and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

- 3.2.2 *Retainage.* Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.
- 3.2.3 *Federal Funds.* If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with these federal requirements.
- 3.2.4 *Progress Reports.* Contractor will submit progress reports in a format and timeline designated by the State's Project Manager.

4 Liability

[Note: the following clause is the "standard" liability clause, an alternative liability clause may have been agreed to as part of the Statement of Work, in which case the liability clause offered by a vendor should have been part of the selection criteria. The contract must include a liability clause, either the standard clause or an approved alternate. Contact Contract Management if you have questions about whether to use the standard clause or an alternative]

The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Work Order by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this Work Order.

5 Foreign Outsourcing

The Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

6.1 State's Authorized Representative. State's Authorized Representative will be:

NAME, TITLE
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

State's Authorized Representative or his /her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Work Order.

6.2 State's Project Manager. State's Project Manager will be:

NAME, TITLE
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress.

State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

- 6.3 Contractor's Authorized Representative.** Contractor's Authorized Representative will be:
NAME, TITLE
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

- 6.4 Contractor's Key Personnel.** Contractor's Key Personnel will be:
(names, titles)

Key Personnel assigned to this project cannot be changed without the written approval of the State's Project Manager. Contractor will submit a change request in writing to the State's Project Manager along with a resume for each potential candidate. Potential new or additional personnel may be required to participate in an interview. Upon approval of new or additional personnel, the State's Authorized Representative may issue a change order to add or delete key personnel.

7 Time

The Contractor must comply with all the time requirements described in this Work Order. In the performance of this Work Order, time is of the essence.

8 Employee Status

Pursuant to the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

- 8.2** Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of United States immigrations laws; and
- 8.3** By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor must obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications must be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the E-Verify program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, canceling the contract and suspending or debarring the contractor from state purchasing.

9 Additional Provisions

[Use this space to add information not covered elsewhere in this Work Order. If not needed, delete this section or state "None". The following should be used in any Work Order that includes web design:

The Contractor will comply with the "Minnesota Office of Enterprise Technology: Web Design Guidelines" available at the URL: <http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb>.

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